

MAR 10 1986

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

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In The Matter Of The Petition of:

CADOTT COMMUNITY SCHOOL DISTRICT

To initiate mediation/arbitration  
between said petitioner

Dec. No. 23050-A

-and-

CADOTT EDUCATION ASSOCIATION

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Appearances: Mary Virginia Quarrels, Executive Director, Central Wisconsin  
UniServ Council - West, for the Association  
Stephen L. Weld, Attorney at Law, for the Employer

Cadott Community School District, hereinafter referred to as the Employer, filed a petition on January 1, 1985 with the Wisconsin Employment Relations Commission, hereinafter referred to as the Commission, alleging that an impasse existed between it and the Cadott Education Association, hereinafter referred to as the Association, in their collective bargaining; and it requested the Commission to initiate mediation/arbitration pursuant to Section 111.70(4)(cm)6 of the Municipal Employment Relations Act. A member of the Commission staff conducted an investigation and submitted a report.

The Association is a labor organization and is the exclusive collective bargaining representative of a bargaining unit consisting of all non-supervisory, certified teaching personnel, including guidance counselors, and excluding substitute teachers, principals, supervisors, interns, practice teachers, teacher aides, office and clerical employees, administrators and all other employees of the Employer. The Association and the Employer have been parties to a collective bargaining agreement covering the wages, hours and working conditions of the employees in the bargaining unit and that agreement expired on June 30, 1985.

On April 22 and May 4, 1985 the Employer and the Association exchanged initial proposals on matters to be included in the new collective bargaining agreement. They did not meet again prior to the Employer filing its petition for mediation/arbitration. The Commission staff representative conducted an investigation that reflected that the parties were deadlocked; and by October 17, 1985 the Employer and the Association submitted their final offers to the investigator, who notified them that the investigation was closed. The investi-

gator advised the Commission that the parties remained at impasse. The Commission concluded that an impasse, within the meaning of Section 111.70(4)(cm)6 of the Municipal Employment Relations Act, existed between the parties and it directed them to select a mediator/arbitrator. Upon being notified by the Association and the Employer of their selection, the Commission appointed Zel S. Rice II, Sparta, Wisconsin, as the mediator/arbitrator to endeavor to mediate the issues in dispute, and should such endeavor not result in the resolution of the impasse, to resolve said impasse by selecting either the total final offer of the Employer or the total final offer of the Association and issue a final and binding award.

A mediation/arbitration session was conducted at Cadott, Wisconsin on January 13, 1986. The final offer of the Union, attached hereto and marked Exhibit A, proposed that the base salary be increased by \$1,300.00 to a total of \$15,500.00 and the differential between each lane be increased by \$30.00 to a total of \$290.00. It proposed that each of the experience steps in the salary schedule be increased by \$30.00. The Employer's final offer, attached hereto and marked Exhibit B, proposed an increase in the base salary of \$1,000.00 to a total of \$15,200.00 and the differential between the lanes be increased by \$10.00 to a total of \$270.00. The Employer also proposed that each of the experience steps be increased by \$30.00. As a result that is not an issue between the parties. Both the Employer and the Union have based their final offers on the same grid and that is the one utilized in the collective bargaining agreement that expired on June 30, 1985.

Both parties stipulate that the appropriate comparable group consists of the school districts in the Cloverbelt athletic conference consisting of 15 schools including the Employer. They are Mosinee, Colby, Neillsville, Stanley-Boyd, Cadott, Osseo, Altoona, Auburndale, Owen-Withee, Fall Creek, Loyal, Greenwood, Gilman, Cornell and Thorp. The schools in the comparable group had full time equivalent staffs during the 1984-85 school year ranging from a low of 42.03 at Thorp to a high of 102.62 at Mosinee. The Employer had the fifth largest full time equivalent staff with 63.97 full time equivalent teachers and that was above the average of 59.78. The enrollment in the comparable group that year ranged from a low of 641 at Thorp to a high of 1,871 at Mosinee with an average enrollment of 980 students. The Employer's enrollment

of 1,005 students was the seventh highest in the comparable group. The state aid per pupil for the schools in the comparable group during the 1983-84 school year range from a low of \$1,108.86 at Thorp to a high of \$1,891.07 at Altoona and the average for the comparable group was \$1,556.58 per pupil. The Employer received state aid in the amount of \$1,830.20 per pupil and that was the third highest in the comparable group. The equalized valuation per pupil in the comparable group during the 1983-84 school year ranged from a low of \$80,048.00 at Cornell to a high of \$168,917.00 at Thorp and the average was \$117,690.00 per pupil. The Employer ranked twelfth in the comparable group with an equalized valuation per pupil of \$96,589.00. The per pupil cost for each of the schools in the comparable group during the 1983-84 school year ranged from a low of \$3,016.17 at Mosinee to a high of \$3,651.01 at Owen-Withee and the average was \$3,303.85. The Employer ranked eighth that year with a cost per pupil of \$3,316.38. The levy rate in the comparable group for the 1984-85 school year ranged from a low of \$9.47 at Neillsville to a high of \$10.82 at Thorp and the average was \$10.15. The Employer ranked fifth with a levy rate of \$10.48.

The BA minimum salary in the comparable group during the 1982-83 school year ranged from a low of \$12,600.00 at Stanley to a high of \$13,909.00 at Osseo and the average was \$12,996.00. The Employer's BA minimum salary that year was \$12,900.00 and ranked ninth in the comparable group. It was \$1,009.00 below the highest salary in the comparable group and \$96.00 below the average. The BA seventh step in the comparable group during the 1982-83 school year ranged from a low of \$15,200.00 at Greenwood to a high of \$17,247.00 at Osseo and the average was \$16,010.00. The Employer's BA seventh step salary was \$15,738.00 and ranked ninth in the comparable group. It was \$1,509.00 below the highest salary in the comparable group and \$272.00 below the average salary. The BA maximum salary in the comparable group during the 1982-83 school year ranged from a low of \$17,804.00 at Osseo to a high of \$20,480.00 at Colby and the average was \$18,993.00. The Employer's BA maximum salary that year was \$18,576.00. It ranked ninth in the comparable group and was \$1,904.00 below the top salary and \$417.00 below the average salary. The MA minimum salary in the comparable group during the 1982-83 school year ranged from a low of \$13,440.00 at Greenwood to a high of \$14,608.00 at Mosinee and the average was \$14,050.00. The Employer's MA minimum was \$13,900.00 that year. It ranked eleventh in the

comparable group and was \$708.00 below the top salary and \$150.00 below the average salary. The MA tenth step salary in the comparable group during the 1982-83 school year ranged from a low of \$17,530.00 at Greenwood to a high of \$20,310.00 at Altoona and the average was \$18,782.00. The Employer had a MA tenth step salary of \$18,382.00. It ranked twelfth in the comparable group and was \$1,928.00 below the top and \$400.00 below the average. The MA maximum salary in the comparable group during the 1982-83 school year ranged from a low of \$20,110.00 at Owen-Withee to a high of \$24,465.00 at Mosinee and the average was \$21,449.00. The Employer's MA maximum salary that year was \$20,872.00. It ranked eleventh in the comparable group and was \$3,593.00 below the top salary and \$577.00 below the average. The schedule maximum in the comparable group during the 1982-83 years ranged from a low of \$20,970.00 at Owen-Withee to a high of \$27,046.00 at Altoona and the average was \$22,604.00. The Employer's schedule maximum salary was \$22,222.00 and it ranked eighth in the comparable group and was \$4,824.00 below the top and \$382.00 below the average. The career BA in the comparable group during 1982-83 ranged from a low of \$404,385.00 at Neillsville to a high of \$467,155.00 at Altoona and the average was \$432,130.00. The Employer's career BA salary that year was \$427,506.00. It ranked tenth in the comparable group and was \$39,649.00 below the top and \$4,624.00 below the average. The career MA salary in the 1982-83 school year in the comparable group ranged from a low of \$443,075.00 at Greenwood to a high of \$506,801.00 at Mosinee and the average was \$467,165.00. The Employer's career MA salary that year was \$458,385.00. It ranked tenth in the comparable group and was \$48,416.00 below the top and \$8,780.00 below the average.

The 1983-84 BA minimum salaries in comparable group a ranged from a low of \$13,225.00 in Loyal to a high of \$14,500.00 in Osseo and the average was \$13,659.00. The Employer had a BA minimum salary that year of \$13,530.00. It ranked tenth in the comparable group and was \$970.00 below the top salary and \$129.00 below the average. The 1983-84 BA seventh step salaries in the comparable group ranged from a low of \$15,875.00 at Greenwood to a high of \$18,145.00 at Altoona and the average was \$16,771.00. The Employer ranked tenth in the comparable group that year and was \$1,651.00 below the top salary and \$277.00 below the average salary. The 1983-84 BA maximum salaries in the comparable group ranged from a low of \$17,675.00 at Greenwood to a high of

\$21,676.00 at Altoona and the average was \$19,810.00. The Employer had a BA maximum salary that year of \$19,458.00. It ranked eleventh in the comparable group and was \$2,218.00 below the top and \$352.00 below the average salary for the comparable group. The 1983-84 MA minimum salaries in the comparable group ranged from a low of \$14,275.00 at Colby to a high of \$15,237.00 at Mosinee and the average was \$14,838.00. The Employer had a MA minimum salary that year of \$14,730.00. That ranked eleventh in the comparable group and was \$507.00 below the top salary and \$108.00 below the average. The 1983-84 MA tenth step salaries in the comparable group ranged from a low of \$18,675.00 at Greenwood to a high of \$21,539.00 at Altoona and the average was \$19,769.00. The Employer's MA tenth step salary was \$19,401.00. It ranked eleventh in the comparable group and was \$2,138.00 below the top salary and \$368.00 below the average. The 1983-84 MA maximum salaries in the comparable group ranged from a low of \$20,810.00 at Owen-Withee to a high of \$25,514.00 at Mosinee and the average was \$22,655.00. The Employer had an MA maximum salary of \$21,996.00. It ranked twelfth in the comparable group and was \$3,518.00 below the top and \$659.00 below the average. The 1983-84 schedule maximums in the comparable group ranged from a low of \$21,670.00 at Owen-Withee to a high of \$28,682.00 at Altoona and the average was \$23,904.00. The Employer's schedule maximum was \$23,546.00. That ranked sixth in the comparable group and was \$5,136.00 below the top and \$358.00 below the average. The career BA salaries in the comparable group in the 1983-84 school year ranged from a low of \$417,875.00 at Greenwood to a high of \$495,408.00 at Altoona and the average was \$455,025.00. The Employer's career BA salary that year was \$447,918.00. It ranked eleventh in the comparable group and it was \$47,490.00 below the top and \$7,107.00 below the average. The career MA salaries in 1983-84 in the comparable group ranged from a low of \$464,995.00 at Owen-Withee to a high of \$536,536.00 at Altoona and the average was \$492,973.00. The Employer had a career MA salary that year of \$482,280.00. It ranked twelfth in the comparable group and it was \$54,256.00 below the top and \$10,693.00 below the average.

The 1984-85 BA minimum salaries in the comparable group ranged from a low of \$14,200.00 at Gilman to a high of \$15,050.00 at Osseo with an average of \$14,453.00. The Employer's BA minimum salary of \$14,200.00 ranked thirteenth in the comparable group and was \$850.00 below the top and \$253.00 below the

average. The BA seventh step salaries in the comparable group for the 1984-85 school year ranged from \$16,892.00 at Greenwood to \$19,148.00 at Altoona with an average of \$17,752.00. The Employer's BA seventh step salary was \$17,320.00. It ranked twelfth in the comparable group and was \$1,828.00 below the top and \$432.00 below the average. The 1984-85 BA maximum salaries in the comparable group ranged from a low of \$18,809.00 at Greenwood to a high of \$22,874.00 at Altoona with an average of \$20,901.00. The Employer's BA maximum salary was \$20,440.00. It ranked eleventh in the comparable group and was \$2,434.00 below the top and \$461.00 below the average. The 1984-85 MA minimum salaries in the comparable group ranged from a low of \$15,348.00 at Greenwood to a high of \$16,500.00 at Loyal and the average was \$15,773.00. The Employer's MA minimum was \$15,500.00. It ranked twelfth in the comparable group and was \$1,000.00 below the top and \$273.00 below the average. The MA tenth step salaries in the comparable group during the 1984-85 school year ranged from a low of \$19,874.00 at Greenwood to a high of \$22,729.00 at Altoona and the average was \$21,097.00. The Employer's MA tenth step salary was \$20,630.00. It ranked eleventh in the comparable group and was \$2,099.00 below the top and \$467.00 below the average. The MA maximum salaries in comparable group A for the school year 1984-85 ranged from a low of \$22,520.00 at Owen-Withee to a high of \$27,031.00 at Mosinee and the average was \$24,113.00. The Employer's MA maximum salary that year was \$23,480.00. It ranked twelfth in the comparable group and was \$3,551.00 below the top and \$633.00 below the average. The 1984-85 schedule maximum salaries in the comparable group ranged from a low of \$23,950.00 at Gilman to a high of \$30,267.00 and the average was \$25,585.00. The Employer's schedule maximum salary was \$25,480.00. It ranked sixth in the comparable group and was \$4,787.00 below the top and \$105.00 below the average. Some of the school districts provide longevity pay ranging from a maximum of \$200.00 at Owen-Withee and Loyal to as much as \$3,479.00 at Mosinee. The Employer has no longevity pay. The 1984-85 career BA salaries in the comparable group range from a low of \$444,666.00 at Greenwood to a high of \$522,785.00 at Altoona and the average was \$480,915.00. The Employer's career BA salary ranked tenth in the comparable group and was \$52,345.00 below the top and \$10,475.00 below the average. The career MA salaries in the comparable group for the 1984-85 school year ranged from a low of \$499,635.00 at Owen-Withee to a high of \$566,179.00 at Altoona and

the average was \$524,172.00. The Employer's career MA salary that year was \$511,900.00. It ranked twelfth in the comparable group and was \$54,279.00 below the top and \$12,272.00 below the average.

Only four schools in the comparable group have reached agreement on 1985-86 salaries. They are Fall Creek, Osseo, Altoona and Auburndale. The BA minimums were \$15,822.00 at Fall Creek, \$15,809.00 at Osseo, \$15,725.00 at Altoona and \$15,075.00 at Auburndale. The average BA minimum salary for those schools in the comparable group that have reached agreement for the 1985-86 school year is \$15,608.00. The 1985-86 BA seventh step salaries among the four school districts that have reached agreement range from a low of \$19,070.00 at Auburndale to a high of \$20,345.00 at Altoona with an average of \$19,659.00. The 1985-86 BA maximum salaries among those schools range from a low of \$20,235.00 at Osseo to a high of \$24,304.00 at Altoona with an average of \$22,194.00. The MA minimum salaries for the 1985-86 school year range from a low of \$16,583.00 at Auburndale to a high of \$17,088.00 at Fall Creek with an average of \$16,871.00. The 1985-86 MA tenth step salaries at those schools range from a low of \$22,537.00 at Auburndale to a high of \$24,150.00 at Altoona with an average of \$23,197.00. The MA maximum salaries range from a low of \$23,743.00 at Auburndale to a high of \$27,722.00 at Altoona and the average is \$25,744.00. The schedule maximum salaries for 1985-86 in those schools range from a low of \$25,100.00 at Auburndale to a high of \$32,159.00 at Altoona with an average of \$27,832.00. The career BA salaries in those schools for the 1985-86 school year range from a low of \$488,172.00 at Osseo to a high of \$555,464.00 at Altoona with an average of \$518,449.00. The career MA salaries range from a low of \$536,066.00 at Auburndale to a high of \$601,570.00 at Altoona with an average of \$568,222.00.

During the 1982-83 school year the Employer's BA minimum salary ranked ninth in the comparable group. In 1983-84 it ranked tenth and in 1984-85 it was thirteenth. The Employer's BA seventh step salary in the 1982-83 school year ranked ninth in the comparable group. In the 1983-84 school year it ranked tenth and in the 1984-85 school year it ranked twelfth. The Employer's BA maximum salary ranked eleventh in the comparable group during the 1982-83 school year. It retained that ranking in the 1983-84 school year and the 1984-85 school year. The Employer's MA minimum salary ranked eleventh in the 1982-83

school year and the 1983-84 school year. In the 1984-85 school year it ranked twelfth. The Employer's MA tenth step salary ranked twelfth in the comparable group during the 1982-83 school year. In the 1983-84 and 1984-85 school years it ranked eleventh. The Employer's MA maximum salary ranked eleventh in the 1982-83 school year. In the 1983-84 and 1984-85 school years it ranked twelfth. The Employer's schedule maximum ranked eighth in the 1982-83 school year and in the 1983-84 and 1984-85 school years it ranked sixth. The Employer's career BA salary ranked tenth in the 1982-83 school year. In the 1983-84 school year it ranked eleventh and in the 1984-85 school year it ranked tenth again. The Employer's career MA salary ranked tenth in the 1982-83 school year. In the 1983-84 and 1984-85 school years it ranked twelfth. The 1984-85 average annual teachers salary in the State of Wisconsin was \$24,577.00. The Employer has only four cells in its entire salary schedule in which a teacher could earn as much as the state average for all teachers. The Employer's budgeted revenues for the 1984-85 school year was 97.8% of the state average and its average teacher salary was 86.2% of the state average.

145 of Wisconsin's 430 school districts have reached agreement on 1985-86 salaries. On a weighted basis the average BA minimum was \$16,480.00 and it was an increase of \$1,138.00 or 7.4%. On a non-weighted basis the value was \$15,956.00 and it involved an increase of \$1,110.00 or 7.5%. The average BA seventh step salary on a weighted basis was \$21,027.00 and involved an increase of \$1,486.00 or 7.6%. On a non-weighted basis the value was \$20,060.00 and involved an increase of \$1,382.00 or 7.4%. The average BA maximum salary on a weighted basis was \$25,327.00 and involved an increase of \$1,599.00 over the preceding year for an average increase of 6.7%. On a non-weighted basis the average salary was \$23,812.00 and it involved an increase of \$1,500.00 over the preceding year or 6.7%. The average MA minimum on a weighted basis was \$18,374.00 and the average increase over the preceding year was \$1,320.00 or 7.7%. On a non-weighted basis the value was \$17,797.00 and the increase was \$1,280.00 or 7.7%. The average MA tenth step salary on a weighted basis was \$25,978.00 and provided an increase over the preceding year of \$1,911.00 or 7.9%. On a non-weighted basis the average salary was \$24,616.00 and the increase was \$1,738.00 or 7.6%. The MA maximum average salary on a weighted basis was \$29,694.00 and involved an increase of \$1,886.00 or 6.8%. On a non-

weighted basis the value was \$27,942.00 and the increase was \$1,778.00 or 6.8%. The average schedule maximum salary on a weighted basis in Wisconsin was \$32,109.00 and it resulted in an increase over the preceding year of \$2,093.00 or 7%. On a non-weighted basis the value was \$29,747.00 and the increase was \$1,937.00 or 7%.

The family insurance premiums in the comparable group for the 1985-86 year range from the low of \$167.86 at Thorp to the high of \$212.40 at Loyal and Colby. The average is \$184.69. Six of the school districts in the comparable group paid 100% of the family health insurance and the lowest percentage paid was the 85% paid by Cornell and Greenwood. The average percentage of the premium paid is 93%. The dollar amounts paid by the school districts range from the low of \$155.33 paid by Cornell to the high of \$189.64 paid by Altoona. All but one of the school districts in the comparable group provide a dental insurance plan to their employees and the cost of it ranges from a low of \$29.77 at Fall Creek to a high of \$51.58 at Loyal. The average dental insurance premium is \$37.74 per month. The percentage of the dental insurance premium paid by the school district ranges from the low of 74% paid by Owen-Withee to a high of 100% paid by five of the school districts including the Employer. The percentage of the family dental insurance premium paid by the school districts in the comparable group ranges from the low of 30% at Fall Creek to a high of 100% of the premium paid by five of the school districts including the Employer. The average percentage of the dental insurance program paid by the school districts in the comparable group is 87%. The actual dollars paid per month for dental insurance premiums range from a low of \$10.42 per month at Fall Creek to a high of \$45.00 at Loyal and the average is \$33.03.

327 households in the Employer's school district received 17.6% of the income in the Employer's school district during 1980. The average farm self-employment income was \$14,315.00. 1,029 households received 59.4% of the income in the Employer's school district. The average income per household from wages and salaries was \$15,355.00. 482 individuals in the school district constituting 26.9% of the work force were engaged in farming. That was the largest single occupation in the school district in 1980.

The State of New Jersey recently enacted legislation guaranteeing its teachers \$18,500.00 a year in salary. More than a quarter of the teachers in

the nation say low salaries and poor conditions are likely to drive them from the classroom within five years. The larger school districts are paying higher starting salaries than the small districts and the cost of living differential between large and small school districts is much less than the difference in pay. Teachers continue to receive low pay while the incomes of other college graduates are increasing.

The Employer's 1984-85 wages totaled \$1,457,884.00 and the extracurricular wages totaled \$50,324.00 for total wages of \$1,508,208.00. Health insurance cost \$117,163.00, dental insurance cost \$22,665.00, life insurance cost \$4,128.00, the Employer's share of the social security contribution totaled \$106,027.00 and the Employer's contribution to the Wisconsin Retirement System totaled \$171,936.00. The total expenditures for wages and fringe benefits by the Employer during the 1984-85 school year was \$1,930,127.00. The Employer's 1985-86 proposal calls for an increase in wages of \$111,757.00 for a total of \$1,569,641.00. This is an increase of 7.67% and the average teacher increase would be \$1,624.00. Extracurricular wages that are part of the Employer's proposal would add another \$54,060.00 making a total wage cost of \$1,623,701.00. The 1985-86 health insurance will cost \$120,862.00, dental insurance will cost \$22,665.00, life insurance will cost \$4,128.00, the Employer's social security contribution would cost \$115,608.00 and the Employer's contribution to the Wisconsin Retirement System would cost \$195,981.00 for a total cost of \$2,082,945.00. This would be an increase in the cost of wages and fringe benefits in the amount of \$152,818.00 or 7.92%. The increase in cost per teacher of the Employer's proposal would be \$2,221.00.

The Association's proposal calls for an increase in wages of \$137,723.00 or 9.45%. It would result in an average increase per teacher of \$2,002.00. The wage proposal along with the cost of the extracurricular wages would make the total wage cost of the Association's proposal \$1,649,667.00. Health insurance cost, dental insurance cost, life insurance cost, the increase of social security contributions of the Employer of \$117,456.00 and the increase contribution of the Employer to the Wisconsin Retirement System would make the total cost of the Association's proposal \$2,113,893.00. That is an increase of \$183,766.00 or 9.52% and results in an average increase in cost per teacher of \$2,671.00.

The Employer has 68.8 full time equivalent teachers. In the 1984-85 school year, 37 of its teachers were at the top step of their respective lanes. In the 1985-86 school year, 44 teachers are at the top step of their respective lanes.

The all items consumer price index for all urban consumers increased from 310.7 in June of 1984 to 322.3 in June of 1985. That was an annual increase of 3.7%. The all item consumer price index for urban wage earners and clerical workers increased from 306.2 in June of 1984 to 318.7 in June of 1985 for an annual increase of 4.1%.

During the period from July, 1977 to July of 1985 the consumer price index for urban wage earners and clerical workers increased from 182.6 to 319.1 or 58.3%. A teacher in the BA lane at step 0 received a salary of \$9,350.00 during the 1977-78 school year. The Employer's proposal would result in a salary for that teacher during the 1985-86 school year of \$19,600.00 and would be an increase in wages over that period of 77.76%. The Association's proposal would result in a 1985-86 wage for that teacher of \$19,900.00 and that would be an increase of 79.45% over the 1977-78 salary level. A teacher in the BA plus six lane at step eight received a salary of \$11,912.00 during the 1977-78 school year. The Employer's proposal would provide that teachers with a 1985-86 salary of \$22,190.00 which is an increase of 64.96% over and above the 1977-78 salary. The Association's proposal would result in a salary of \$22,510.00 for that teacher and that would be an increase of 66.5% for that teacher over that period. A teacher in the BA plus twelve lane at the fourth step received a 1977-78 salary of \$10,842.00. The Employer's proposal would pay that teacher \$22,580.00 for the 1985-86 school year and that would be an increase of 77% over the 1977-78 salary. The Association's proposal would result in a salary of \$22,920.00 for the teacher during the 1985-86 school year and that would be an increase of 78.65% over the 1977-78 salary. Teachers in the BA plus eighteen lane at step zero received \$9,740.00 during the 1977-78 school year. The Employer's proposal would pay that same teacher \$20,650.00 during the 1985-86 school year which would result in an increase of 78.97% during the period from 1977-78 school year to the 1985-86 school year. The Association's proposal would pay that same teacher \$21,010.00 during the 1985-86 school year and that would result in a salary increase of 80.88% during the same period. A teacher at step seven of the BA plus twenty-four lane received \$12,082.00 during the

1977-78 school year. The Employer's proposal would pay that teacher \$23,950.00 during the 1985-86 school year and that would result in an increase of 71.67% since the 1977-78 school year. The Association's proposal would pay the teacher \$23,950.00 during the 1985-86 school year and that would be an increase of 73.36%. In the 1977-78 school year a teacher in the MA lane at step three received \$10,960.00. The Employer's proposal would pay that teacher \$23,150.00 for the 1985-86 school year. That would be an increase of 78.44% over the 1977-78 school year. The Association's proposal would pay that same teacher \$23,550.00 during the 1985-86 school year and that would be an increase of 80.32% over the same period. A teacher at the ninth step of the MA plus six lane received \$13,046.00 during the 1977-78 school year. The Employer's proposal would pay that same teacher \$25,360.00 during the 1985-86 school year and that would be an increase of 69.57% over the 1977-78 salary. The Union's proposal would provide that teacher with a 1985-86 salary of \$25,780.00 and that would be an increase of 71.33% over that period. A teacher at the zero step of the MA plus twelve lane during the 1977-78 school year received a salary of \$10,260.00. The Employer's proposal would pay that teacher a 1985-86 salary of \$20,150.00 and it would be an increase of 80.44% over the 1977-78 salary. The Association's proposal would pay that teacher a 1985-86 salary of \$22,490.00 and it would result in an increase of 82.62% over the same period.

At the October 14th meeting of the Employer's board two representatives of a concerned citizens group made an appearance to discuss the problem of taxation. Among the things that they were concerned about was the cost of the 1985-86 contract with the teachers. They suggested a 4% increase for the teachers, contending that it was higher than the increase of the consumer price index. There are three school board positions to be filled by the electorate in April of this year. One of the incumbents is not running but the other two are. There are a total of nine candidates for the three vacancies and the primary issue is the cost of operating the school and its impact on the tax rate.

The current forecast for the national economy projects a growth of 2.9% in 1986 and 3.5% in 1987. Inflation is expected to be 3.3% in 1986 and 4.1% in 1987. The Wisconsin economy has slowed in the last few quarters. Total non-farm employment in Wisconsin grew by only 3,300 jobs during April through June and then fell by 10,900 jobs in the third quarter. Farm proprietors' income in

Wisconsin rose from a level of 900,000,000.00 in 1983 to 1.8 billion in 1984 but the special events of 1983 and 1984 have caused the measurement of farm income to appear more unstable than usual. Farm proprietors' incomes are projected to fall more than 30% from 1985 to 1987.

The Employer has given its administrative staff increases for the 1985-86 school year totaling 7%. Its unionized service staff and non-unionized service staff received increases totaling 6.5%. The Village of Cadott gave its non-represented employees, department of public works employees and police increases of 5% in 1985 and no agreement has been reached for 1986. Chippewa County gave its non-represented employees a 4% increase in 1985. The employees in the courthouse and law enforcement and the professional and non-professional employees in the social services department received increases of 5%. Chippewa County gave its highway and health care center employees 6% increases. No agreement has been reached on any wage increases for Chippewa County employees in 1986 but there has been a discussion of a wage cut for employees in the health care center. Chippewa County's unemployment rate during the period from January, 1985 to November of 1985 fluctuated from 5.6% to as high as 11.6% and averaged 7.9%. The State of Wisconsin's unemployment rates fluctuated from 6.2% to as high as 8.2% and the average was 6.9%. In November of 1985 the unemployment rate in Eau Claire and Chippewa Counties reached 8.5%, which is well above the state and national levels. Labor settlements agreed upon during the first half of 1985 averaged 2.8%, which was well below the rate of inflation. It is estimated that white collar workers will receive pay raises between 4.5% and 6.3%.

In 1980, the median family income in the counties that encompass the comparable group ranged from a low of \$15,405.00 in Clark County to a high of \$20,584.00 in Wood County. Chippewa County, which includes the Employer, had a median family income in 1980 of \$17,548.00. In 1970, the population in those counties ranged from a low of 16,958 in Taylor County to a high of 97,457 in Marathon County. By 1980 Taylor County had the smallest population in the comparable group with 18,817 while Marathon County had the highest with 111,270. The population increases ranged from a low of 8.4% in Clark County to 17.24% in Eau Claire County. Chippewa County had an increase of 9.24%. The 1980 rural population in the counties that included the school districts that make up the

comparable group ranged from 28.5% in Eau Claire County to 100% in Trempealeau County. Chippewa County had a rural population of 62.9%. The percentage of land in farms in those counties range from a low of 44% in Taylor County to a high of 87% in Trempealeau County and the state average was 54%. Chippewa County had 69% of its land in farms. In January of 1981, the average price paid for milk in Wisconsin was \$13.65 per CWT. By September, 1985 that price had declined to \$11.88 per CWT. In January of 1984 the price for corn was \$3.03 per bushel and by November of 1985 it was \$2.22. The price per head of dairy cattle was \$800.00 in January of 1984 and by October of 1985 it was \$770.00. Steers and heifers brought \$57.20 per CWT in January of 1984 and by November of 1985 the price was \$54.00 per CWT. The price for slaughter cows was \$35.30 per CWT in January of 1984 and in November of 1985 it was \$32.60. The price for veal calves in January of 1984 was \$91.50 per CWT and by November of 1985 the price was \$79.50 per CWT. In 1985 farm land values in Wisconsin dropped 20%.

Colby, Gilman and Stanley-Boyd are school districts in the comparable group and the mediation/arbitration process is being utilized in each of those districts. In Colby the school board has proposed a base salary of \$15,360.00 while the teachers are asking for \$15,697.00. In Gilman the school board has proposed a base salary of \$15,300.00 while the teachers are requesting \$15,190.00. In Stanley-Boyd the school board has offered a base salary of \$15,350.00 while the teachers are asking for \$15,415.00. These should be compared with the Employer's proposal of \$15,200.00 base salary and the Association's proposal of \$15,500.00. In the 1981-82 school year the BA minimum salaries in the comparable group ranged from a low of \$11,800.00 during the first semester at Fall Creek to a high of \$12,789.00 at Osseo. The Employer's BA minimum that year was \$12,000.00 and it ranked eleventh in the comparable group. In Colby the school district's BA plus seven proposal calls for a salary of \$18,954.00 while the teachers are requesting \$19,369.00. In Gilman the school board proposes a BA plus seven salary of \$18,240.00 while the teachers are asking for \$18,340.00. In Stanley-Boyd the school board proposes a BA plus seven salary of \$18,425.00 while the teachers are asking for \$18,733.00. These should be compared with the Employer's proposal of \$18,500.00 for the BA plus seven step while the Association demands \$18,800.00. The 1981-82 BA plus seven salaries in the comparable group ranged from a low of \$14,278.00 during the

first semester at Fall Creek to a high of \$15,919.00 at Altoona. The Employer's BA plus seven step that year was \$14,490.00 and it ranked twelfth in the comparable group.

The 1985-86 proposal of the school board in Colby for the BA maximum is \$23,746.00 while the teachers are requesting \$24,265.00. In Gilman the school board proposes a BA maximum of \$21,180.00 and the teachers demand \$22,015.00. In Stanley-Boyd the school board proposes \$22,760.00 while the teachers are asking for \$23,419.00. These proposals should be compared with the Employer's proposal of \$21,800.00 for the BA maximum and the Association's proposal of \$22,100.00. The 1981-82 BA maximum in the comparable group ranged from a low of \$15,930.00 during the first semester at Fall Creek to a high of \$19,200.00 at Colby. The Employer's BA maximum was \$16,980.00 and it ranked eleventh in the comparable group that year.

In Colby the school board proposal for the MA minimum salary in 1985-86 is \$16,475.00 while the teachers are demanding \$18,840.00. In Gilman the board proposal is \$16,650.00 and the Association demands \$16,515.00. In Stanley-Boyd the school board proposes \$17,100.00 while the Association's proposal is \$16,949.00 for the MA minimum. These proposals should be compared with the Employer's offer of \$16,550.00 for the MA minimum and the Association's demand for \$16,950.00. The MA minimum salaries in the comparable group during the 1981-82 school year ranged from a low of \$12,799.00 during the first semester at Fall Creek to a high of \$13,791.00 at Mosinee. The Employer's MA minimum that year was \$12,900.00 and it ranked eleventh in the comparable group.

The MA plus ten years proposal for 1985-86 at Colby is \$22,262.00. The teachers propose \$22,753.00. At Gilman the school board proposes \$21,510.00 and the teachers propose \$21,690.00. At Stanley-Boyd the school board proposes \$22,185.00 and the teachers want \$22,439.00. These proposals should be compared with the Employer's offer of \$21,950.00 and the Association's proposal of \$22,350.00 for the MA plus ten years step. In the 1981-82 school year the MA plus ten salary ranged from a low of \$16,516.00 during the first semester at Fall Creek to a high of \$18,894.00 at Altoona. The Employer's MA tenth step salary that year was \$16,860.00 and ranked twelfth in the comparable group.

The Colby school board has proposed a salary of \$25,477.00 for the MA maximum in the 1985-86 school year and the teachers proposed \$26,038.00. At Gilman

the school board proposed a MA maximum in 1985-86 of \$24,750.00 while the teachers are asking for \$25,140.00. At Stanley-Boyd the school board proposed \$25,355.00 and the teachers demand \$25,867.00. These figures should be compared with the Employer's proposal of \$24,950.00 and the Association's proposal of \$25,350.00 at the MA maximum. In the 1981-82 school year the MA maximum salaries in the school district ranged from a low of \$17,755.00 during the first semester at Fall Creek to a high of \$21,689.00 at Altoona. The Employer had a MA maximum of \$19,060.00 that year and it ranked twelfth in the comparable group.

The Colby school board has proposed a 1985-86 schedule maximum of \$26,193.00 and the teachers request \$26,770.00. In Gilman the school board proposes a schedule maximum of \$26,590.00 and the teachers want \$25,555.00. At Stanley-Boyd the board proposes a schedule that provides \$28,175.00 as the schedule maximum while the teachers proposal would pay a schedule maximum of \$28,003.00. These should be compared with the Employer's proposal of \$27,000.00 for a schedule maximum and the Association's offer of \$27,500.00. The 1981-82 schedule maximums in the comparable group ranged from a low of \$18,505.00 at Fall Creek to a high of \$25,168.00 at Altoona. The Employer paid a schedule maximum of \$20,310.00 that year and it ranked eighth in the comparable group.

Altoona, Auburndale, Fall Creek and Osseo have reached agreement for wages for teachers during the 1985-86 school year. Altoona's settlement is the second year of a two year agreement and provides an average increase of \$2,251.00 per teacher which is 10.24%. Its total compensation increased by \$2,907.00 per teacher which was 9.75%. Auburndale had an average increase per teacher of \$1,247.00 per teacher or 5.88%. The total compensation increased by \$1,352.00 per teacher or 4.78%. Fall Creek's settlement provided for an average increase per teacher of \$1,823.00 or 8.53%. The total compensation increased by

board proposal would provide an average increase per teacher of \$1,135.00 or 5.7% and would result in a total compensation increase of \$2,023.00 or 7.7%. The teachers are requesting an increase of \$1,612.00 per teacher or 8.1% and that would result in an increase in total compensation of \$2,593.00 per teacher or 9.9%. The Stanley-Boyd school board proposal would provide an increase of \$1,599.00 per teacher or 7.85% and the total compensation would increase by \$2,020.00 or 7.6%. The teachers at Stanley-Boyd are demanding an average increase of \$1,980.00 per teacher or 9.78% and the total compensation cost would increase by \$2,499.00 per teacher or 9.4%. The Employer's proposal for 1985-86 would result in an increase of \$1,624.00 per teacher or 7.6% which would increase the total cost by \$2,221.00 or 7.92%. The Association's proposal would provide an average increase per teacher of \$1,802.00 or 9.45% and the total compensation would increase \$2,671.00 per teacher or 9.52%.

At Altoona, Auburndale and Fall Creek the school districts pay 100% of the health insurance and the dental insurance for a single person. Altoona and Auburndale pay 100% of the dental insurance for a family and Fall Creek pays 35%. Altoona pays 100% of the life insurance and pays 5.5% toward the employees share of the contribution to the retirement fund. Auburndale and Fall Creek pay life insurance benefits but Auburndale pays 6% toward the employees share of the retirement fund contribution and Fall Creek contributes 5%. Osseo pays 86% of the single health insurance premium and 89% of the family premium but provides no dental insurance benefits. It pays 100% of the life insurance and contributes 6% toward the employees share of the Wisconsin Retirement Fund. The Employer pays 100% of the health insurance, dental insurance and life insurance and contributes 6% toward the employees share of the contribution to the Wisconsin Retirement Fund.

#### ASSOCIATIONS POSITION

The Association argues that the Employer's teachers are not paid as well as other teachers with comparable education and experience and there is need for catch up. It points out that the Employer's teachers are 3% or \$473.00 below the average per bench mark in the comparable group. The Association contends that the Employer's teachers receive salaries substantially below the level of pay received by comparable employees in comparable communities and the only way

to correct that relationship is to implement a substantial increase. It contends that in a catch up situation increases must exceed the cost of living and the amounts received by other employees, both internally and externally. The Association takes the position that there is no justification for a substantial differential in the salaries paid to teachers in neighboring school districts of the same conference and of the same relative size. It points out that even with its proposed increases, the Employer's 1985-86 salary structure will be lower than the 1984-85 wage rates for four of the school districts in the comparable group at a number of the bench mark positions. The Association contends that the relationship of the Employer's teachers with three of the school districts in the comparable group that have reached agreement on a 1985-86 salary schedule is only slightly improved. It points out that 44 of the Employer's 68.8 full time equivalent teachers are at their salary lane maximums. 64% of all teachers are paid the maximum and 25% of all teachers are paid at maximums requiring an MA. It is the position of the Association that the Employer ranks poorly when compared at those points. The Association asserts that the Employer's proposal constitutes an average per cell increase of 6.5% and if all other school districts in the comparable group reach agreements comparable to the Employer's proposal the Employer's teachers would still be far below average.

The Association contends that the best gauge of economic conditions is the level of wage rate increases in the comparable districts and it asserts that the record does not establish that the Employer is less able to pay than the other school districts in the comparable group or that the interest and welfare of the Employer's taxpayers require that the Employer have a lower settlement than the other school districts in the comparable group. It argues that the pattern among three of the four comparable groups that have reached agreement for the 1985-86 school year clearly supports a settlement like the one it proposes, particularly when catch up needs are assessed. The Association contends that the average school district in the state budgets revenues at a level only 2.2% higher than that of the Employer but pays its average teacher a salary that is 13.2% higher than that paid to the Employer's average teacher. It contends that this establishes that the Employer does not give appropriate support to teachers salaries. The Association asserts that the 1984-85 average annual teachers salary in Wisconsin was \$24,577.00 and the Employers average salary for a

teacher was \$21,190.00 which is 16% below the state average. It argues that bread, meat, cars, televisions and most other consumer goods do not cost 16% more in other school districts but the Employer's teachers are being asked to accept wages as though that were true. The Association contends that the dollar increases it proposes match the state averages. Conceding that its proposal exceeds the average percentage increase, it takes the position that percentages must always exceed the norm in order to generate the dollars necessary for catch up. The Association points out that the Employer's teachers receive no longevity payments but the teachers in several of the comparable districts do and the impact of such payments must be assessed when earnings are compared. It argues that the Employer is not a community with a farm based economy because only 17.6% of the school district's household income is from self-employed farmers. The Association contends the arbitrator should not give weight to local economic conditions in the absence of an ability to pay argument.

#### EMPLOYERS POSITION

The Employer argues that almost all of the statutory criteria support its position because its proposal is far in excess of the cost of living, private sector settlements in the area and nationwide, settlements for other district employees and settlements among other municipal employees. It takes the position that the interest and welfare of the public and its ability to fund the increase justifies the selection of its final offer as the most appropriate. The Employer contends that the Association seeks more than is justified by a comparison of its wages with other employees performing similar services in comparable communities. The Employer points out that its offer to its teachers is more generous than the increases given to its administrative staff and service staff employees who received total package increases averaging 6.6%. It emphasizes the importance of maintaining internal equity with its different employee groups. The Employer takes the position that the municipal settlements for the Village of Cadott and Chippewa County average 5.1% and its offer to its teachers exceeds the average increase by 2.57% while the Association's proposal is 4.35% higher. It asserts that the level of compensation received by municipal employees in the area parallel forecasts made for private sector employees as well, and the Employer's offer to its teachers is significantly higher. The

school districts in the comparable group that reached agreement on the 1985-86 salary schedule and provides for increases that are well above the average dollar and percentage increases.

The Employer points out that it has reached voluntarily settlements with the Association for the past four years and its bench mark rankings reflect the level reached through collective bargaining. While conceding the rank is generally low, it argues that it has been consistent. It points out that the relative ranking is higher at the lane maximums which have risen continuously over the years. The Employer argues that this is significant because 65% of the Employer's teachers are at their lane maximums and another 19% of the teachers are over halfway through the step structure. It points out that the Employer's bench mark rankings at the lane maximums have been maintained or improved as a result of the four voluntary settlements reached by the Employer and the Association and there is no basis for a catch up argument. It argues that its offer provides a dollar and percentage increase near the average of the school districts in the comparable group that have reached agreement and there is no justification to support the Association's offer. The Employer points out that even though there are divergent economic and comparability factors distinguishing it from Altoona and Fall Creek, its final offer is nearly equal to the averages resulting from the settlement pattern established by the four school districts in the comparable group that have reached agreement. It asserts that its offer is only \$42.00 below the average while the Association's offer is \$336.00 above the average and its percentage offer is .01% below the average while the Association's offer is 1.7% above the average. The Employer's proposal results in an average total compensation increase of \$139.00 above the average of the comparable group while the Association's is \$589.00 above the average. The Employer points out that it pays 100% of all insurance premiums and retirement contributions and no other school district has agreed to do that for the 1985-86 school year.

#### DISCUSSION

There is no question that the Employer's salaries lag behind the bench mark salaries of several school districts in the comparable group. Voluntary agreement has been achieved by the Employer and the Association in each of the

Employer points out that its proposal is 4.1% above the CPI on wages only and 4.42% above the CPI on total compensation. The Association's final offer is 5.95% above the CPI on wages only and 6.02% above the CPI on total compensation. The Employer's final offer is more than double the cost of inflation and since the 1977-78 school year, its teachers have received wage increases far in excess of the increase in the cost of living. It asserts that the record refutes any catch up argument of the Association.

The Employer takes the position that consideration should be given to the economic circumstances of its taxpayers even though there is no inability to pay argument. It points out that the unemployment rate in the area exceeded the state average during 1985 by one full percentage point. The Employer argues that it has a significant rural population and the farm economy has been devastated. As evidence it points out that farm debt repayments are slower than normal because of the decline in prices for milk and other farm products. The Employer points out that teachers will fare better with its final offer than the area farmers who have experienced a substantial loss in income and are not likely to see their situation change.

The Employer points out that of the 15 school districts in the comparable group, four have reached agreement for the 1985-86 school year, four have certified final offers and the remaining seven are still bargaining. It contends that the more favorable urban economic conditions of the Eau Claire area influenced the settlements in Altoona and Fall Creek and they have a significantly higher income level than the Employer's taxpayers. The Employer argues that geographical relationships distinguish Altoona and Fall Creek from the Employer, which is located away from the Eau Claire urban center and labor market and in an area of declining population. It contends that Auburndale and Osseo which have reached agreement on 1985-86 salaries are more comparable than Altoona and Fall Creek. It argues that wage and benefit comparisons are moderated by the specific historical, geographical, social and economic factors prevalent and in any given area and are more significant than state wide comparisons. The Employer asserts that its final offer of a 7.67% wage increase is reasonable when compared to increases received by teachers in comparable schools. It contends that it exceeds or most nearly reflects the average dollar and percentage increases at all of the salary schedule bench marks for those

last four years and there has been some improvement in the rankings at the maximum steps in the various lanes of the salary schedule. Those rankings have been established by collective bargaining between the Employer and the Association. They were both cognizant of their relationship to other school districts in the comparable group when the agreements were made. It is not the proper role of an arbitrator to disrupt the wage relationships that the Employer and the Association have established through collective bargaining. The improvements that have occurred in the rankings over the last few years were in the maximum steps of the salary schedule and reflect the fact that more than half of the Employer's teachers are at those steps of the schedule. It is significant that the parties have seen fit to maintain their rankings with respect to the rest of the comparable group through collective bargaining and have made improvements in the ranking of those cells that are filled by the majority of the teachers in the bargaining unit. Even though there is a disparity between the Employer's bench mark salaries and those of the majority of the other school districts in the comparable group, that in itself is not a sufficient basis to disturb the relationships that the parties have worked out themselves through collective bargaining over a four year period. The 1985-86 maximum salaries that would result from the Employer's proposal are at the lower end of the scale in ranking when compared to the rest of the comparable group, but the dollar differential is not substantially below the average.

Four of the 15 school districts in the comparable group have reached agreement on 1985-86 salaries. While that number of settlements may not be an overwhelming indication of a pattern, there is a consistency about them that indicates that they do form a pattern. The average increase per teacher in those four settlements ranges from a low of \$1,341.00 at Osseo-Fairchild to \$2,251.00 at Altoona and the average is \$1,666.00. That average should be compared to the Employer's proposal of \$1,624.00 and the Association's proposal of \$2,002.00. Obviously the Employer's proposal is very close to the average and the Association's proposal is well above it. The percentage increases of the four school districts that have reached agreement range from a low of 5.88% at Auburndale to the high of 10.24% at Altoona and the average is 7.68%. The Employer proposed an increase of 7.67% which is very close to the average while the Association proposal of 9.45% is well above it. 145 of Wisconsin 430

school districts have reached agreement on 1985-86 salaries and the increases at the bench mark steps average around 7.5%. That would indicate that the settlements reached by the four school districts in the comparable group are falling into the state wide pattern. The Employer's proposed 7.67% increase fits the pattern of both the comparable group and the state wide settlements while the Association proposal is much higher.

The Association's argument that the Employer's teachers are not well paid in comparison to other teachers with comparable education and experience in the comparable group has some validity. Some of the Employer's teachers receive salaries that are below the level received by comparable employees in some comparable communities. The Association seems to ignore the fact that the wage relationships between the Employer's teachers and those in the comparable communities were the result of its own collective bargaining. The purpose of collective bargaining is to give employers and unions an opportunity to arrive at salary schedules that are acceptable to both of them and reflect the local conditions. If each school district bargains out its own agreements with its teachers that reflect the local interest of each party and the other circumstances involved, there is always going to be a high and a low and an average. There will be employees who are paid above the average and there will be employees that are paid below the average. When they achieve rankings above the average or below the average because of voluntary agreements, they are doing exactly what free collective bargaining was intended to do. Its purpose is not to pay every teacher in a comparable group exactly the same wage. Some bargaining units may fall below the average as a result of the agreements they make in a free collective bargaining atmosphere because it was necessary to yield on a point in order to prevail on some other issue that may not have an economic impact. It is an old employer bargaining technique to buy off some

employees were able to get language or insurance or some other benefits that were as important as salaries. Once rankings have been established as a result of collective bargaining, it is important to both employers and labor organizations that they not be disrupted by arbitrators who did not participate in the negotiations. The normal way to insure against such disruption is to follow the pattern of settlements reached within a comparable group. It appears that the final offer of the Employer does just that. It provides a percentage increase to its employees that is similar to the pattern established throughout the state and similar to the pattern resulting from voluntary agreements in the comparable group. The Employer's average dollar increase in cost per teacher matches up very well with the pattern of the comparable group and the pattern established throughout the state. The Association's proposal would depart from the patterns of percentage increases and average dollar increases per teacher.

A case can be made for some upward adjustment of the salaries paid by the Employer at a number of the bench marks. There are a number of ways of achieving that and reducing the immediate cost. Those methods are best worked out at the bargaining table, but arbitrators have found split schedules to be an acceptable way of eliminating an inequity without incurring costs far above the normal during a particular year. However, that is not the type of proposal made by the Association. It contemplates an increase during the 1985-86 year that has a cost almost 2% above the pattern. The average dollar increase per teacher is 20% higher than the average in the comparable group. The economic circumstances at this point in time and in this particular geographical area do not justify such an increase. The unemployment rate in the area exceeds the state average by 1% and is the highest it has been since November of 1984. The Employer is located in an area with a significant rural population and a substantial amount of its tax base consists of farms. There is great financial stress in the farm community and this is reflected in the other businesses in the area that are dependant upon the farm economy. The prices of milk and other farm products have declined substantially and dairy farmers can look forward to further declines. Even though the Employer's taxpayers face a rather bleak and uncertain future, it has proposed a salary increase that is more than twice the rate of inflation and is consistent with the state wide percentage increase pattern. That proposal will provide a greater improvement in the economic

situation of the Employer's teachers than most of its taxpayers can expect to see in the next several years. The interest and welfare of the public requires the arbitrator to limit the increased cost of the Employer's teachers to an amount that fits the state wide pattern of increases and is consistent with the pattern that has been established by voluntary agreements in the comparable group. The arbitrator has sympathy for many of the Employer's teachers who find themselves receiving substantially lower salaries than some teachers of comparable training and experience in other school districts. He is even more sympathetic to the plight of the farmers in the Employer's school district and the businesses that are dependent upon them. Their immediate future is indeed bleak, and they cannot expect a 7.5% increase in their net profits during the 1985-86 school year. In many cases they cannot expect any profit at all. Faced with those circumstances, the Employer still has not made an argument based on an inability to pay. The primary argument made by the Employer in justification of its proposal is that the interest and welfare of the public demands it. The arbitrator agrees.

The Association can point to school districts where employees performing similar services in comparable communities are receiving better salaries than those paid by the Employer. All of the other statutory criteria support the Employers position. Its final offer is double the increases in the cost of living and exceeds the increases given to other public employees in the area, both internally and externally. The 7.5% increase proposed by the Employer is far in excess of the private sector settlements in the area and nation wide. On an overall basis, the Employer's proposal more closely meets the criteria set forth in the statutes than that of the Association.

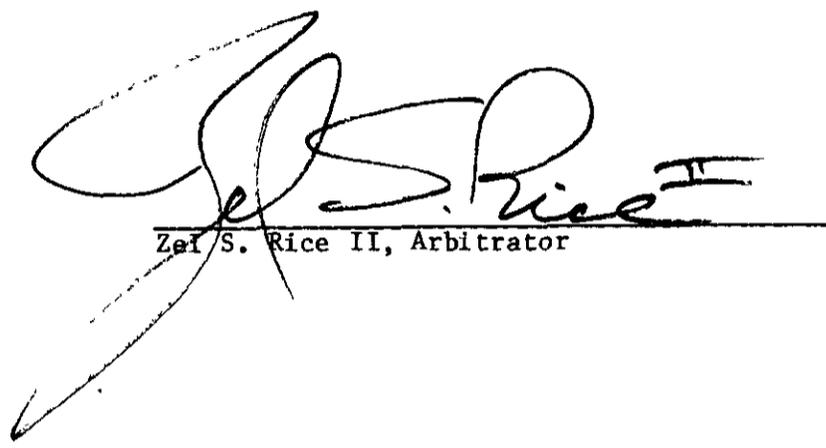
It therefore follows from the above facts and discussions thereon that the undersigned renders the following:

#### AWARD

After full consideration of the criteria listed in the statute and after careful and extensive examination of the exhibits and briefs of the parties, the arbitrator finds that the Employer's final offer more closely adheres to the

statutory criteria than that of the Association and directs that the Employers proposal contained in Exhibit B be incorporated into an agreement containing the other items to which the parties have agreed.

Dated at Sparta, Wisconsin this 7th day of March, 1986.



Zel S. Rice II, Arbitrator

EXHIBIT A

NAME OF CASE: Cadott Community School District  
Case 9 No. 35274 MED/ARB-3370

The following, or the attachments hereto, constitute our final offer for the purpose of mediation/arbitration pursuant to Section 111.70(4)(cm)6. of the Municipal Employment Relations Act. A copy of such final offer has been submitted to the other party involved in this proceeding, and the undersigned has received a copy of the final offer of the other party. Each page of the attachment hereto has been initialed by me.

10/17/85  
(DATE)

Mary Virginia Quarley  
(SIGNATURE) (REPRESENTATIVE)

On behalf of: Cadott Education Association

FINAL OFFER  
CADOTT EDUCATION ASSOCIATION

1. All items as in 1984-85 contract, except stipulations and:
2. Salary schedule as attached.

MVQ  
10/17/85

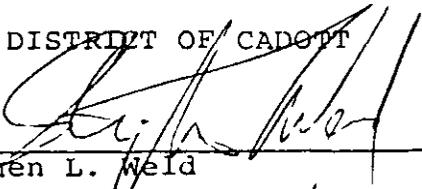
EXHIBIT B

SCHOOL DISTRICT OF CADOTT  
BOARD FINAL OFFER

1. All items as in 1984-85 contract, except:
2. Adjust salary schedule as follows: (see attached)
  - A. \$1000 increase on base;
  - B. \$10 increase in lane increments;
  - C. \$30 increase in step increments.

Respectfully submitted,

SCHOOL DISTRICT OF CADOTT

By   
Stephen L. Weld

Date 10/17/85

1985-1986 Salary Schedule

Base = 15200      Lane Differential = 270      Increment at base = 550      Increment escalator at \$10

<u>Step</u>	<u>B</u>	<u>+6</u>	<u>+12</u>	<u>+18</u>	<u>+24</u>	<u>M</u>	<u>+6</u>	<u>+12</u>	<u>+18</u>	<u>+24</u>	<u>+30</u>
0	15200	15470	15740	16010	16280	16550	16820	17090	17360	17630	17900
1	15750	16030	16310	16590	16870	17150	17430	17710	17990	18270	18550
2	16300	16590	16880	17170	17470	17750	18040	18330	18620	18910	19200
3	16850	17150	17450	17750	18050	18350	18650	18950	19250	19550	19850
4	17400	17710	18020	18330	18640	18950	19260	19570	19880	20190	20500
5	17950	18270	18590	18910	19230	19550	19870	20190	20510	20630	21150
6	18500	18830	19160	19490	19820	20150	20480	20810	21140	21470	21800
7	19050	19390	19730	20070	20410	20750	21090	21430	21770	22110	22450
8	19600	19950	20300	20650	21000	21350	21700	22050	22400	22750	23100
9	20150	20510	20870	21230	21590	21950	22310	22670	23030	23390	23750
10	20700	21070	21440	21810	22180	22550	22920	23290	23660	24030	24400
11	21250	21630	22010	22390	22770	23150	23530	23910	24290	24670	25050
12	21800	22190	22580	22970	23360	23750	24140	24530	24920	25310	25700
13					23950	24350	24750	25150	25550	25950	26350
14						24950	25360	25770	26180	26590	27000